

These terms shall be governed by the terms and conditions contained in the Master Services Agreement and shall be deemed to be incorporated therein by reference.

1. DEFINITIONS

1.1 For the purposes of the IP Talk Service Schedule, the following terms shall have the meanings assigned to them below: -

1.1.1 "Activation" means the moment when Vocall confirms that the Service has been installed, configured and deployed and the Client or End-User is able to access and make use of all its features;

1.1.2 "Best Effort" means a service that is shared by multiple users and while certain result is not guaranteed good faith efforts will be made to achieve the best results;

1.1.3 "CLI" means caller line identification permitting the originating caller's number and/or name to be displayed on the terminating terminal;

1.1.4 "The Client" as defined in the Master Services Agreement;

1.1.5 "IP Talk Service Schedule" means the terms governing the provision of the Service, including this Service Schedule read together with the Master Services Agreement;

1.1.6 "Equipment" means any equipment owned, operated, installed and/or leased by Vocall, including any Software embedded therein or used in conjunction therewith;

1.1.7 "End-User" means the third party to whom the Client has on-sold the Service to;

1.1.8 "Monthly Access Fee" means the monthly charge raised by on the Client in regard to the Service as is recorded in the Pricing Appendix;

1.1.9 "Monthly Maintenance Support Fee" means the monthly charge raised by Vocall on the Client in regard to the Maintenance Support as is recorded in the Pricing Appendix;

1.1.10 "MPLS VPN" means virtual private network operated on a multi-protocol label switching platform;

1.1.11 "PBX" means a private branch exchange telephone system within an enterprise which switches VoIP calls between enterprise telephony users;

1.1.12 "Pricing Appendix" means the document attached to this Service Schedule detailing the charges payable by the Client for the Service;

1.1.13 "PSTN" means the public switched telephone network;

1.1.14 "Service" means the VoIP electronic communications service provided by Vocall and specifically the: -

1.1.14.1 VoIP Inter-branch Service;

- 1.1.14.2 VoIP Local and National Service;
- 1.1.14.3 VoIP Cellular Service;
- 1.1.14.4 VoIP International Service.
- 1.1.15 “Software” means any computer programme, software or other materials installed or provided by or on behalf of Vocall for the purpose of using any Equipment or the Service, including any computer programme, software or other materials embedded in or used in conjunction with Equipment and/or any electronic communications system or equipment operated or maintained by Vocall;
- 1.1.16 “Vocall” means Vocall Networx (Pty) Ltd with company registration number 2015/026642/07;
- 1.1.17 “VoIP” means Voice over Internet Protocol, involving transmission of bilateral or multi-lateral voice communications as Internet Protocol voice packets, over data lines;
- 1.1.18 “VoIP Call” means voice packets, either originating or terminating with the Client, transmitted using the voice-over-internet- protocol;
- 1.1.19 “VoIP Call Charges” means the fees charged by Vocall for the service as set out in the Pricing Appendix;
- 1.1.20 “VoIP Cellular Service” means the service by means of which VoIP Calls originated by the Client or its End-Users are terminated on a duly licensed electronic mobile communications network based on the GSM standard;
- 1.1.21 “VoIP Inter-branch Service” means the service by means of which VoIP Calls originated by the Client or its End-Users at one of the Client’s branches, offices or sites are terminated at another of the Client’s branches, offices or sites;
- 1.1.22 “VoIP International Service” means the service by means of which VoIP Calls originated by the Client or its End-Users are terminated on an electronic communications network outside of the Republic of South Africa;
- 1.1.23 “VoIP Local and National Service” means the service by means of which VoIP Calls originated by the Client or its End-Users are terminated on an electronic communications network based on any standard other than the GSM standard.
- 1.1.24 “VTL” means the telephone numbers owned by Vocall and issued to the Client for use with the Service.
- 1.2 All other words, expressions and phrases not specifically defined herein shall have bear the meanings assigned to them under the Master Services Agreement or where not defined therein, their generally understood meaning in the ICT industry.
- 2. PROVISION OF THE SERVICE**
- 2.1 Vocall shall make the Services available to the Client and/or the End-User throughout the duration of the IP Talk Service Schedule term save and except in circumstances beyond the control of Vocall and



IP TALK SERVICE SCHEDULE

subject to the terms and conditions herein contained read together with the Master Service Agreement.

- 2.2 Vocall shall use its best endeavours to ensure that the Service is provided in accordance with the service descriptions. The Service is considered Best Effort and has no associated service level definition attached thereto. Any failure to do so shall not constitute a breach of the IP Talk Service Schedule entitling the Client to terminate.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof, the commencement date of the IP Talk Service Schedule shall be deemed to be the date of Activation of the Service following an order for the Service by the Client and an acceptance of such order by Vocall.

- 3.2 The IP Talk Service Schedule, in respect of the Service, following activation thereof shall remain in force for the initial period reflected on the order placed by the Client and accepted by Vocall ("the Initial Period"), whereafter it shall automatically be renewed for an indefinite period subject to termination as set out in the Pricing Appendix, provided that no notice may be given during the Initial Period.

4. CHARGES AND FEES AND PAYMENT TERMS

- 4.1 The Monthly Access Fee and the Monthly Maintenance Support Fee shall be invoiced monthly in advance and the Client shall pay all amounts due and so invoiced as indicated on each tax invoice.

- 4.2 The Client acknowledges and agrees that the Monthly Access Fee shall be exclusive of any costs associated with the provision of the internet access, data transmitted or downloaded by means of the Service as well as any VoIP Call Charges.

- 4.3 VoIP Call Charges shall be invoiced monthly in arrears based on the volume of VoIP Calls emanating from the Client and verified on the Vocall platform, and the Client shall pay all amounts due and so invoiced as indicated on each tax invoice.

5. RESTRICTIONS ON SERVICE

- 5.1 The Service is provided for the use of the Client and End-Users only.

- 5.2 The only exception to the restriction in 5.1 shall be that calls made by third parties to the Client may be transferred to another office, branch or site of the Client, using the Service.

- 5.3 Client acknowledge and understand that the Service does not function in the event of a power failure, access technology failure, PSTN outage and/or PBX failover. Should there be an interruption in the power supply, the Service will not function until the power is restored and may require the Client to reset or reconfigure the Equipment as well as IP Phones or other equipment. Client also acknowledge and understand that the service requires a fully functioning broadband connection to the internet and that in the event of an outage the Service will not function until the Internet Connection is restored.

- 5.4 The Client acknowledge and understand that the Service cannot originate or terminate Emergency Numbers and Value-Added-Service Numbers. The VoIP service is not a replacement for an ordinary

mobile or fixed line communication service. The Client must make alternative communications arrangements to ensure that it can make emergency calls, if necessary.

- 5.5 The Client shall notify Vocall of any and all non-voice systems, including modem, gateways and routers, use (including by way of example and not limitation, point of sale devices), facsimile and security systems, and any changes in the configuration of such systems during the term of this Agreement, as such systems may require special handling. The Client acknowledge that the Service may require special handling. The Client acknowledge that the Service may not be available for use with such systems, either initially or after change in configuration, because the Service may not be equipped to function with such systems. Client waive any claim against Vocall for the Service being unavailable for use with such systems, either initially or after a change in the configuration of such systems.
- 5.6 Vocall will assign IP addresses to the Client, on a non-exclusive basis and based on the number of the Client's workstations / nodes and as they are needed and used by the Client. These IP address blocks are for the Client's use only and the Client acknowledges that Vocall will not guarantee the routing of any entity other than the Client, even if such IP address is part of the block assigned to the Client. IP addresses remain the property of Vocall and are not portable or transferable. If the Client discontinues the Service, the Client will need to obtain new IP addresses and Vocall will have no responsibility or liability for any actions incurred by the Client in obtaining or reconfiguring its equipment with new IP addresses.
- 5.7 Vocall reserves the right to restrict the number of IP addresses assigned to the Client pursuant to the Internet Protocol and policies established from time to time by Vocall or the applicable Regional Internet Registry, AfriNIC.
- 5.8 Client acknowledges that the following circumstances and events may impact on quality and usage of the VoIP services: -
- 5.8.1 PSTN operator failure, including lines and links;
- 5.8.2 quality of service on PSTN links or lines both national and international;
- 5.8.3 any action, omission and/or failure by Client and/or its systems, software, network and/or equipment which have the effect of impacting on the VoIP services.
- 5.9 Client shall ensure that its End-Users correctly enter the terminating terminal number when originating a VoIP call. The Client acknowledge and agree that Vocall shall not be held liable for any VoIP call terminated at an incorrect terminating party arising out of an incorrect terminating number having been entered by an End-User.
- 5.10 Client acknowledge that Vocall is under no obligation to validate or investigate the authenticity of any VoIP calls made through the Client PBX and shall not be responsible for any fraudulent and/or authorised VoIP calls made through the Client PBX. It is the responsibility of the Client to notify Vocall in the event of suspected fraud, unauthorised use and/or abuse.
- 5.11 Vocall shall not be liable for any loss of revenue or other loss, damage, cost or expense incurred, as a result of business downtime caused by re-programming or configuration of the PBX.

- 5.12 Client acknowledges that the VTL provided by Vocall to the Client are the sole property of Vocall and cannot be sold, leased, loaned or in any other manner alienated. The Client further acknowledges that the VTL number may not be ported to an alternative service provider. Vocall cannot in any way warrant or undertake to the Client that the Client will be provided with sequential VoIP telephone numbers. Vocall can furthermore not warrant or undertake that the Client shall, in the event of a termination and subsequent re-activation, be allocated the numbers previously allocated to the Client.
- 5.13 The Client undertakes and agrees to terminate and/or remove any other VoIP related services or similar device used to circumvent Vocall's IP interconnection to the licensed electronic communications networks base on the GSM standard, which termination or removal shall take place within 3 (three) calendar months of the conclusion of a VoIP Cellular Service schedule, or such other period as may be agreed by the Client and Vocall in writing.
- 5.14 International VoIP traffic termination will only be provisioned and opened for routing upon formal written request from the Client.
- 5.15 Vocall reserves the right to block all outbound calls ("Soft-lock") of the Client VoIP account and/or VoIP numbers for any perceived abnormal traffic volume spikes in traffic, abnormal changes in the Client's call pattern behaviour and/or on possible fraud detection. Vocall shall release the Soft lock upon written request from the Client, subject to a detailed analysis as to the root cause thereof.

6. OBLIGATIONS OF THE CLIENT

- 6.1 The Client shall be responsible for procuring and maintaining, in its name and at its expense, all necessary permits and consents required for the installation and/or use of any equipment, including without limitation, the Equipment in conjunction therewith for the duration of the IP Talk Service Schedule.
- 6.2 The Client shall: -
- 6.2.1 ensure all equipment connected to or used in conjunction with the Service is connected or used in accordance with applicable South African laws, rules and/or regulations and shall obtain the prior written approval of Vocall before connecting or permitting any third party to connect any equipment to any electronic communication system operated by Vocall or any Equipment;
- 6.2.2 ensure that the Service is used strictly in accordance with Vocall's written instructions where applicable;
- 6.2.3 promptly comply with all notices, instructions or directions given by Vocall in respect of the installation, use or operation of the Service, Software and all equipment;
- 6.2.4 install, use and maintain all Equipment in good working order (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of Vocall and the vendor thereof and shall disconnect and/or cease to use such Equipment at the request of Vocall;
- 6.2.5 at all times retain custody and control of the Equipment at the premises occupied by the Client or such other premises as Vocall may have approved for such purpose;

- 6.2.6 provide at its own expense, as and when required by Vocall, all facilities and resources necessary for the proper installation, operation and maintenance of the Service and all Equipment, including without limitation, power points, electricity, conduits and appropriate access;
- 6.2.7 ensure that all equipment (other than Equipment) and all Software installed by or for the Client and used in conjunction with the Service is compatible with and will function with all other equipment and Software;
- 6.2.8 ensure that in the event of installations by Vocall personnel or IP Talk Service Schedule installer, the Client shall be present in such case and shall, further, ensure that the PBX supplier or vendor is on site to undertake any necessary programming and/or configuration changes to the Client's 's PBX. The Client shall sign an installation completion certificate on completion of the installation.
- 6.2.9 The Client hereby indemnifies Vocall and holds it harmless against any liability, claims, fines or other penalties of whatsoever nature and howsoever arising due to the use of the Services by the End-Users or any third party.
- 6.3 The Client shall not: -
- 6.3.1 use or permit the use of the Service or install, connect or link or use (or permit the installation, connection, linking or use) of any electronic communications equipment in contravention of any South African laws, rules and/or regulations;
- 6.3.2 carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any Equipment or Software without the prior written consent of Vocall;
- 6.3.3 use or permit the Service to be used, directly or indirectly, to carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Client or for the purpose of re-selling the Service without the prior written consent of Vocall;
- 6.3.4 permit any person to utilise the Service or any Equipment or Software or retain possession of any Equipment or Software without the explicit consent of the Client; in any event, the Client shall be solely responsible and liable for all acts or omissions of any third party utilising the Service with the Client's permission;
- 6.3.5 use or permit the use of the Service and/or Equipment and/or CPE in any manner or for any purpose whatsoever which generates or is likely to generate electronic communications traffic which causes or is likely to cause congestion in or disruption of the Service offered by Vocall.

7. ACCESS TO CLIENT'S PREMISES

- 7.1 The Client shall, whenever required by Vocall, procure that Vocall's personnel or IP Talk Service Schedule installer, be permitted access to the Client's 's premises and to remain at such premises: -
- 7.1.1 to carry out any inspection, repair, testing or maintenance of any Equipment, and other equipment relevant to the provision of the Service; and/or

- 7.1.2 to verify that the manner in which the Service is being utilised by the Client is in compliance with the Master Service Agreement, this Service Schedule and applicable South African laws, rules and/or regulations; and/or
- 7.1.3 to install, collect or remove any Equipment; and/or
- 7.1.4 for any other reasonable purpose whatsoever.

8. QUALITY OF SERVICE

- 8.1 All descriptions of the Service are indicative only and no express or implied warranty is given as the quality of the Service or any other commitment with regards to speed, capacity or quality of the Service. Without limiting the generality of the foregoing, Vocall makes no warranty that the Client will at all times be able to access the Service or that the Service will be uninterrupted when using a cordless handheld telephone.
- 8.2 The Client acknowledge that the Service is provided based on the access network provided by Vocall and using an MPLS VPN managed by Vocall.
- 8.3 Where any component of the Service is provided using an access service not provided by Vocall or where the Client makes use of any component of the MPLS VPN designed for the Service for any other purpose, than Vocall's responsibility shall be limited to using its best endeavours to ensure the Service is provided.

9. END-USERS

- 9.1 The Client acknowledge and agrees that: -
 - 9.1.1 End-Users will be disclosed to Vocall before the End-User is provided access to the Service; and
 - 9.1.2 It shall be liable for all breaches of the terms of the IP Talk Service Schedule by any End-Users.

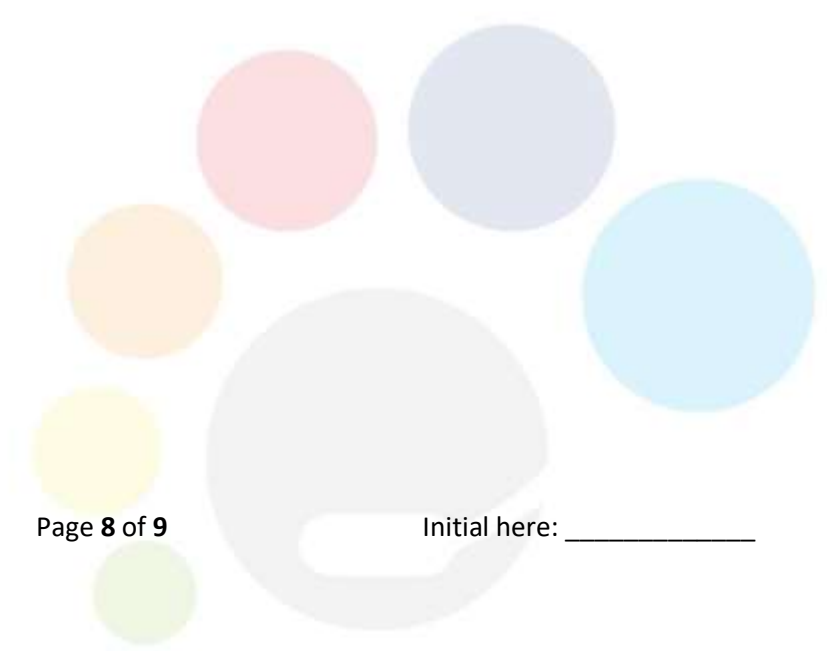
10. DATA RETENTION

- 10.1 Vocall shall retain all data either provided by the Client and/or generated through the provision of the Service ("Client Data") as well as all information relating to the Client in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristic ("Client Profile Data").
- 10.2 Vocall may, to the extent permitted by law, receive or disclose the Client Profile Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information.
- 10.3 Vocall may, to the extent permitted by law, receive or disclose the Client Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.



11. VOCALL'S RIGHTS

The parties specifically record and agree that all rights conferred on Vocall under this Service Schedule in respect of any matter or event shall be additional to any rights conferred on Vocall under the Master Services Agreement.



PRICING APPENDIX

This schedule is not complete without a signed VOCALL IP TALK QUOTATION attached.

Note that the values below are applicable unless another value indicated in the Vocall Quotation, which will then apply.

Once-off Installation Fee	R2 500.00
Site Survey Fee	R0.00
Monthly Service Charge	R0.00
Initial Period	12 (twelve) Months
Termination Notice Period	3 (three) Calendar Months written notice
Payment Terms	30 days after invoice date
Billing Currency	South African Rand
All amounts are exclusive of Value Added Tax (VAT)	

